

# Exhibit F

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN

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CENTERLINE ARCHITECTURAL  
SUPPLY, LLC, et al.,

Case No. 24-cv-480

Plaintiffs,

v.

RNA REAL ESTATE, LLC,

Defendant.

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**DECLARATION OF FRANK WAGENBAUER  
PURSUANT TO 28 U.S.C. § 1746**

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I, Frank Wagenbauer, declare as follows:

1. I am a Vice President at Rieder Noram, Inc. I make this Declaration in support of RNA Real Estate LLC's Notice of Removal pursuant to 28 U.S.C. §§ 1332, 1441 and 1446. I have personal knowledge of the facts stated in this Declaration.

2. RNA is a limited liability company formed under the laws of the state of Delaware. RNA has one member with vested membership interests, Rieder Noram, Inc., a Delaware corporation with a registered office in the State of Delaware located at National Registered Agents, Inc., 160 Greentree Dr., Suite 101, Dover, Delaware 19904.

3. In or about mid-May 2024, Rieder Noram, Inc., which holds 50% of the membership interest in RCL Services, LLC ("RCL") learned that Centerline Architectural Supply, LLC ("Centerline"), which holds the other 50% membership interest, had reneged on an agreement it struck in April 2024, had changed the locks on the RCL facility in Ladysmith and was obstructing the taking of an inventory at RCL.

4. On May 20, 2024 Wolfgang Rieder (on behalf of Rieder Noram) met directly with

JR Hughes (on behalf of Centerline) to address the situation, and they emerged from that meeting with a Term Sheet to dissolve RCL effective May 31, 2024, which would involve terminating RCL staff.

5. Instead of complying with the Term Sheet, on June 3, 2024, Mr. Hughes emailed “additional amendments” to the agreement that included, among other terms never negotiated or agreed-to, that “ownership of all RCL machinery and equipment” would be transferred to Messrs. Hughes and Kyle Czekalski “at appropriate fair values” and, further, for payment of certain sums to an entity owned by Mr. Hughes. While I do not know for certain, I believe that Mr. Hughes and Mr. Czekalski are the sole members of Centerline.


6. Around this time, Rieder Noram learned that Centerline personnel were removing property, including equipment, from the RCL site. Rieder Noram also discovered that hardware and supplies were missing, invoices had been fabricated, and there were irregularities in shipping documents.

7. When Rieder Noram attempted to raise these issues, the Centerline principals threatened that they are “friends” with local police and would receive help taking assets from the RCL location. That followed on the heels of threats of physical harm Centerline personnel made directly to me, which caused me to fear for my safety and the safety of the staff.

8. Rieder Noram then took steps to secure the premises to protect RCL.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 15<sup>th</sup> day of July, 2024.

  
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Frank Wagenbauer